

THOMAS R. LIVINGSTON.

[To accompany Bill H. R. No. 353.]

MARCH 19, 1860.

Mr. J. CRAIG, from the Committee on Post Offices and Post Roads,
made the following

REPORT.

The Committee on Post Offices and Post Roads, to whom was referred the memorial of Thomas R. Livingston, have had the same under consideration, and make the following report:

The petitioner being an illiterate man, and desiring to bid for carrying the mail on route No. 10,527, in the State of Missouri, procured one O. G. McDonald, an ex-postmaster of his vicinity, to prepare or write out his bid. McDonald, through inadvertence, made out the bid to carry the mail from Plattsburg to Maysville three times per week for the sum of two hundred and seventy dollars per annum, which, being the lowest bid, was accepted by the department, and the usual bond was forwarded to Livingston for execution. That Livingston, to save harmless the persons who had guaranteed his bid, executed and returned the bond to the department, with a letter protesting that he had not *intended* to bid for the service as stated in the bond, and asked to be released from the contract. The department having no authority to release him, he has, up to this time, faithfully complied with the contract. The evidence before your committee shows that the petitioner has, from the date of his contract, paid to another person the whole amount of his pay for performing the service on about half of the route, and that the petitioner has carried the mails on the other half of the route three times per week, receiving nothing therefor. The petitioner swears that he only intended to bid for carrying the mail from Plattsburg to Stewartsville, and McDonald testifies that such was the fact, and that he committed the mistake by having before him an old form upon which was written or printed Maysville, and that Maysville was written by him in the bid by mistake. The character of both these persons is endorsed to the satisfaction of the committee as truthful men. Your committee cannot believe that the petitioner ever intentionally bid for this service, because the amount he receives is only half the usual price paid for such service. The testimony further shows that since the date of this contract, in consequence of the finishing of a railroad

and the increase of business and population, the mail matter on this route has increased to such an extent that the service contracted for is entirely insufficient. The mails cannot be carried on horseback by one horse, and the contractor has been obliged to, and does, carry the same in a hack or covered wagon. For this increase in weight your committee do not feel authorized to recommend any increase of pay ; but, believing he has rendered faithful and necessary service for the government, that he undertook to perform a part of such service by mistake, or by a clerical error of a person he had reason to suppose was competent to prepare his bid, your committee report a joint resolution for his relief, and recommend its passage.